

Date

Name Publication Dates of Visit

Dear xxx:

We appreciate your interest in visiting Napa Valley.

Here is a link to our Media Assistance Form, which we ask all visiting journalists to complete and return a minimum of three weeks prior to their visit. Please understand that Visit Napa Valley (VNV) cannot arrange transportation (flights or car rental) or guarantee finding hosted accommodations or discounted media rates, especially during peak season (May – October) or weekend visits.

Once we receive, review, and approve the completed Media Assistance Form, we will send a Media Visit Request to our hospitality partners - based on the scope of your assigned article. While we are not able to create individual itineraries or schedule appointments for visiting journalists, we will share all offers from our partners for you to plan your own itinerary that works best with your travel and editorial needs.

As with most travel destinations, Napa Valley is in the gradual reopening stages after being unable to host leisure travelers since mid-March 2020 due to COVID-19. Please understand that Napa Valley visitors will experience the world-class hospitality they have always enjoyed, with the added assurance that all of our restaurants and retail businesses, as well as our wineries and hotels, are committed to practice the highest safety standards, above and beyond the applicable mandated requirements, in order to protect the health and welfare of guests, employees, and the Napa Valley community.

Please also understand that as a result of COVID-19, our hospitality partners are now restricted to further limit the number of guests they are able to host in order to adhere to social distancing and other legally-mandated health and safety protocols. **Social distancing, indoor and outdoor mask use, limited occupancies, and other health protocols are required** by the Napa County Public Health Officer. Here is a <u>link</u> to "What You Need to Know When Visiting Napa Valley."

We are also asking all journalists who seek assistance with their travel plans from VNV's media relations team to sign and return the VNV Travel Waiver and Release below. This document, signed by you, must be received prior to VNV sharing your media request with its hospitality partners, which include hotels, restaurants, wineries, and attractions. If you decide to proceed with your visit as planned, please understand that VNV will not be responsible for your expenses should you be quarantined or become ill while you are here or after your visit.

VNV Travel Waiver and Release:

By signing below, I acknowledge the contagious and potentially lethal nature of the COVID-19 virus and voluntarily assume the risk that I could be exposed to or infected by COVID-19 while visiting Napa Valley and/or by accepting hosted or discounted lodging accommodations; restaurant meals; winery visits; or other invitations from or through VNV or VNV's hospitality partners.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or those with whom I interact, including, but not limited to, personal injury, illness, disability, death, damage, loss, claim, liability, or expense, of any kind, that I or such other persons may experience or incur in connection with my visit to Napa Valley. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of VNV and its tourism partners, whether a COVID-19 infection occurs before, during, or after my visit.

In this regard, on my behalf and on behalf of my heirs, family members, social or business contacts, executors, administrators, successors, agents, representatives, attorneys, and assigns, fully and forever release, discharge and hold harmless VNV and its past, present, and future owners, directors, members, partners, officers, managers, employees, investors, attorneys, agents, contractors, parents, affiliated companies, subsidiaries, and assigns (the "Released Parties") from any and all claims, duties, obligations, or causes of action of any matters of any kind, whether presently known or unknown, suspected or unsuspected, that I may possess arising from or related to any omissions, acts, events, or facts that have or will occur related to my visit(s) to the Napa Valley.

I also acknowledge and agree that the release contained herein applies to all claims that I may have against the Released Parties, including claims, injuries, damages, or losses to my person and property, real or personal, whether those injuries, damages, or losses are known or unknown, foreseen or unforeseen, or patent or latent.

I acknowledge that I have read and understand the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Being aware of California Civil Code Section 1542, I hereby waive any rights I may have under Section 1542 of the Civil Code, and more generally agree to waive my rights to claims which I do not know or suspect to exist in my favor at the time of executing this release. I understand and acknowledge that the significance and consequence of this waiver is that even if I should eventually suffer additional damages arising out of my relationship with VNV or my visit to the Napa Valley, I will not be permitted to make any claims, including any claims for those damages.

This VNV Travel Wavier and Release is executed voluntarily and without any duress or undue influence, with the full intent of releasing all claims. In this regard, I acknowledge that:

- a. I have read this VNV Travel Wavier and Release;
- b. I have either been represented by legal counsel of my choice prior to such execution or I have voluntarily declined to seek such representation;
- c. I understand the terms and consequences and of the releases it contains; and,
- d. I am fully aware of the legal and binding effect of this VNV Travel Waiver and Release.

Additionally, by signing below, I am stating that I have not experienced any symptoms of COVID-19 identified by the <u>Centers for Disease Control</u> and <u>California Department of Public Health</u>, and agree, that if I have a fever, or feel feverish or exhibit any other symptoms, within 72 hours prior to my visit, that I will notify VNV and reschedule for when I am well enough to travel.

I acknowledge and agree to take appropriate precautions while visiting the Napa Valley, including maintaining vigorous personal hygiene, including frequent hand washing and/or hand sanitizing; staying at least six feet from persons not related to me; and to wear a face covering in all indoor public spaces, except for when I am dining at a table for a meal or sipping wine at a wine tasting.

By signing below, I forfeit all right, and covenant not to bring any and all claims against the Release Parties for any reason.

I	, fully understand and agree to the above terms.	
Printed Name		
Date:	Signature:	